

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 12/21/05

Division: County Administrator

Bulk Item: Yes X No

Department: County Administrator

Staff Contact Person: Abra Campo

AGENDA ITEM WORDING: Approval of Lease Agreements between Monroe County BOCC and BOCC employees for temporary RV housing.

ITEM BACKGROUND: Monroe County employees have suffered significant damage to their primary residences due to Hurricane Wilma and the Board has made available to those who have an immediate need for housing during the repair and restoration to their primary residence. Individual employee leases need to be executed by the Board.

PREVIOUS RELEVANT BOCC ACTION: See above.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval of individual employee leases.

TOTAL COST: To be determined **BUDGETED:** Yes No

COST TO COUNTY: To be determined **SOURCE OF FUNDS:** Hurricane Wilma

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: Thomas J. Willi
(Thomas J. Willi)

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with: <u>Monroe County</u> <u>Employees</u>	Contract # _____ Effective Date: _____ Expiration Date: _____		
Contract Purpose/Description: <u>Temporary RV Housing Individual Lease</u> <u>Agreement/Required information from</u> <u>County Employees</u>			
Contract Manager: <u>Abra Campo</u> <u>4441</u> <u>1</u> <div style="display: flex; justify-content: space-around; font-size: small;"> (Name) (Ext.) (Department/Stop #) </div>			
for BOCC meeting on _____		Agenda Deadline: _____	

CONTRACT COSTS	
Total Dollar Value of Contract: \$ _____	Current Year Portion: \$ <u>—0—</u>
Budgeted? Yes <input type="checkbox"/> No <input type="checkbox"/> Account Codes: _____	_____
Grant: \$ _____	_____
County Match: \$ _____	_____
ADDITIONAL COSTS	
Estimated Ongoing Costs: \$ _____/yr	For: _____
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	<u>12-9-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawinski</u>	<u>12-9-05</u>
O.M.B./Purchasing	<u>12-12/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	_____
County Attorney	<u>12/8/05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>12/8/05</u>
Comments: _____ _____ _____ _____				

LEASE AGREEMENT
FOR TEMPORARY EMPLOYEE HOUSING

This Agreement is made and entered into between MONROE COUNTY, a political subdivision of the State of Florida ("COUNTY"), whose address is 1100 Simonton Street, Key West, FL 33040, and _____, an employee of COUNTY, whose address is _____ ("SUB-LESSEE").

WITNESSETH:

WHEREAS, the 2005 Florida Hurricane Wilma Disaster destroyed many homes and has displaced many essential employees of the County from their homes; and

WHEREAS, COUNTY has arranged to lease travel trailers ("VEHICLE"), from Lazydays RV Center to provide temporary housing for those employees whose homes were damaged in Hurricane Wilma; and

WHEREAS, SUB-LESSEE is an employee of the County and was displaced from his/her home by Hurricane Wilma; and

WHEREAS, COUNTY agrees to sublease the vehicle to SUB-LESSEE and SUB-LESSEE agrees to sublease the vehicle from COUNTY;

NOW, THEREFORE, the parties agree as follows:

1. **VEHICLE.** The vehicle identification number is _____.
2. **EFFECTIVE DATE AND TERM.** The Agreement is effective upon the date of the execution by all parties. The term of this agreement shall begin on the date SUB-LESSEE signs this agreement or upon delivery of the vehicle whichever occurs first. The term of this agreement is at the will of COUNTY, and shall terminate at the latest on May 16, 2006. The SUB-LESSEE shall be given 14 days notice if COUNTY terminates the lease prior to May 16, 2006.
3. **USE AND CONDITIONS.** The vehicle shall be used solely for the purpose of temporary housing. If the vehicle is used for any other purpose, COUNTY shall have the option of immediately terminating this Agreement. SUB-LESSEE agrees and acknowledges that the owner of the vehicle will charge COUNTY for various items if damaged, lost, or used beyond normal wear and tear. SUB-LESSEE acknowledges that it is his/her responsibility to take care of the vehicle and that any charges to COUNTY shall be passed on to SUB-LESSEE and SUB-LESSEE agrees to repay COUNTY for these charges. Therefore SUB-LESSEE agrees to the following conditions:
 - a. SUB-LESSEE shall use and occupy said vehicle in a careful and proper manner, and not commit any waste thereon and will return the vehicle in the same condition as it was received.
 - b. SUB-LESSEE shall not cause, or allow to be caused, any nuisance or objectionable activity of any nature in the vehicle. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms are defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited.

- c. SUB-LESSEE shall not use or occupy said premises for any unlawful purpose and will conform to and obey any present or future ordinances and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said vehicle.
- d. SUB-LESSEE shall not:
 - i. Move the vehicle.
 - i. Sublet the vehicle in whole or in part to anyone.
 - ii. Operate the vehicle in violation of any federal, state, provincial, or local laws and rules, regulations or ordinances.
 - iii. Use the vehicle for any illegal purpose or carry explosives or other hazardous materials or waste.
 - iv. Occupy the vehicle in a reckless or abusive manner which causes damage to the interior or exterior of the vehicle.
 - v. Allow placement of objects or persons, for any reason or purpose, on the roof of the vehicle.
 - vi. Allow placement of signs, lettering, painting or other legend or loudspeakers or other sound equipment on the vehicle.
 - vii. Modify or disassemble or change vehicle in any way including, but not limited to, adding optional equipment.
 - viii. Remove any appliance or component from the vehicle.
 - ix. SMOKE in the vehicle. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN A \$40.00 CLEANING CHARGE to COUNTY which will be passed on to the SUB-LESSEE for reimbursement.
- e. The vehicle is equipped with holding tanks for waste water; SUB-LESSEE is required to drain the tanks on a regular basis. SUB-LESSEE will be provided with a sewer hose to empty those tanks. The tanks must be emptied prior to returning the vehicle to avoid a dump charge. Failure to dump the waste water or to abide by the operating procedures may result in damage to the vehicle, any charge to the COUNTY for the SUB-LESSEE'S violation of the rules will be passed on to the SUB-LESSEE for reimbursement. The dump charge may be up to \$250.00.
- f. SUB-LESSEE will be responsible for refilling the two propane tanks provided and for the safe operation, connection, and use of the tanks.
- g. SUB-LESSEE will be responsible for return of all manuals and remote controls. If COUNTY is charged because SUB-LESSEE did not return the complete lot pack, and its contents and manuals, the charge will be passed on to SUB-LESSEE, the charge may be as much as \$500.00. Failure to return a remote control may constitute a charge of as much as \$100.00; if COUNTY is charged the charge will be passed on to SUB-LESSEE.
- h. The vehicle is equipped with an awning. THE AWNING MUST NOT BE LEFT OUT IN WEATHER WHICH MAY DAMAGE IT INCLUDING, BUT NOT LIMITED TO, WIND, HAIL, OR RAIN. SUB-LESSEE will be responsible for any damage to the awning.

- i. SUB-LESSEE will be responsible for mechanical damage due to negligence in the vehicle operation or failure to provide normal maintenance.
- j. SUB-LESSEE will be responsible for making the vehicle available to be removed at the end of the lease; if the vehicle is not available, and COUNTY is charged a late fee the charge will be passed on to SUB-LESSEE. If the COUNTY is charged with a cleaning charge the charge will be passed on to SUB-LESSEE, the charge may be as much as \$250.00.
- k. SUBLESSEE may have a pet but agrees to clean up after the pet and return the unit in the same condition as received; if COUNTY is charged with a cleaning charge due to the pet, the charge will be passed on to SUB-LESSEE, the charge may be as much as \$250.00.
- l. If SUB-LESSEE chooses to use a generator, an extra charge will accrue at \$3.00 per hour as determined by the installed running time meter, if COUNTY is charged for this use the charge will be passed on to the SUB-LESSEE.
- m. SUB-LESSEEE shall immediately vacate the vehicle if SUB-LESSEEE, for any reason regardless of fault, is no longer employed by COUNTY.

4. **REIMBURSEMENT FOR CHARGES.** Charges, of any nature whatsoever, assessed against the COUNTY by Lazydays RV Center will be passed on to the SUB-LESSEE. The SUBLEASSEE hereby agrees that if any charges are assessed to the COUNTY due to the SUB-LESSEE'S use of the vehicle, the charges will be passed on to SUB-LESSEE and will be paid by SUB-LESSEE.

5. **INFORMATION REQUIRED BY FEMA.** SUB-LESSEE will fill out in full the attached Exhibit "A". THIS FORM IS REQUIRED BY FEMA, FAILURE TO COMPLETE IT MAKES THE SUB-LESS INELIGIBLE TO RECEIVE A TRAILER.

6. **INSURANCE AND HOLD HARMLESS.** SUB-LESSEE shall provide insurance for SUB-LESSEE'S personal property. The SUB-LESSEE agrees to indemnify and hold harmless COUNTY, it's commissioners, officers, employees, agents, servants, and volunteers from any and all claims for bodily injury (including death), personal injury, and property damage and any other losses, damages, and expenses, including attorney's fees and costs which arise out of, or in connection with the use of the vehicle or services provided by COUNTY, occasioned by the negligence, errors, or other wrongful act or omission of County or its employees, agents, or servants

7. **ALTERATIONS.** No alterations of any kind, and no structure or improvements of any kind shall be made or added to the vehicle. Any alterations, structures, improvements shall be removed immediately by SUB-LESSEE at SUB-LESSEE'S own cost and expense and any damage caused by the alterations, structures, and/or improvements shall be paid for by SUB-LESSEE.

8. **SET UP.** The vehicle will be set up on the site by Lazydays RV Center. It is the responsibility of SUB-LESSEE to clear the area where the vehicle is located. Lazydays will supply SUB-LESSEE with 150 feet of water hose; any supplemental hose, attachments pumps or

other equipment are the responsibility of SUB-LESSEE, not the county or Lazydays RV Center, and any related costs will be either paid directly by SUB-LESSEE or reimbursed by SUB-LESSEE. Lazydays will supply SUB-LESSEE with a 30-amp 120-volt receptacle box recommended for hook up to an electrical outlet, SUB-LESSEE will not use any other receptacle box other than the one recommended and will be liable to COUNTY and/or Lazydays RV Center if any damaged results from use of any other receptacle box or electric device.

9. **ASSIGNMENT.** SUB-LESSEE shall not assign, sublet, or subcontract this agreement or any part of this agreement.

10. **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida. Venue for any dispute arising under this Agreement must be in Monroe County, Florida.

11. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of any sovereign immunity by COUNTY.

12. **SEVERABILITY.** COUNTY and SUB-LESSEE agree that if any paragraphs or provisions of the Agreement is for any reason unenforceable, the remainder of the Agreement will be valid.

13. **NOTICE.** Any notice under this Agreement shall be by Certified Mail in writing. Notice to the COUNTY shall be made to Mr. Tom Willi, County Administrator, and 1100 Simonton Street, Key West, FL 33040. Notice to SUB-LESSEE shall be made to the address listed above.

14. **SECTION HEADINGS.** Section headings have been inserted in this Agreement as a matter of convenience for reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in Three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOHLAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

DATE: _____

(SEAL)

Attest:

By: _____
SUB-LESSEE Signature

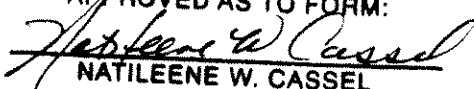
By: _____
WITNESS

SUB-LESSEE Print Name

WITNESS Print Name

DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 11-22-05

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, Florida 33040
Temporary Housing Required Information
Hurricane WILMA

FEMA Registration Number _____

Employee Name _____

Name of the Head of your Household _____

Number of members in your household _____

Employee Branch (**Circle one**) (BOCC, Sheriff, Tax Coll, Prop Appraiser, Clerk of Court, Supv of Elections)

Home Phone Number (phone number before Wilma) _____

Current Phone Number _____
(Where you can now be reached other than work number)

Home Address (Address of damaged home)

Do you rent or own the damaged home? _____

Address of Temporary housing

(Where will the temporary housing unit be placed if not at your pre-wilma address)

What is your monthly Mortgage/Rent? (Pre- Wilma) _____

Renters:

Name & Address of Landlord?

Phone Number of Landlord _____

When does the lease end on your pre-Wilma housing? _____ (Month AND year)
Have repairs started on your pre-Wilma dwelling? _____

Do you expect that you will require the temporary housing unit for more than 6 months?
_____ (yes or no).

How many months do you think you will need the temporary housing? _____

Owners:

Do you have homeowners insurance? _____ Does it cover additional living expenses? _____

Have repairs started on your home? _____ Do you expect your homes repairs to take more than 30 days? _____

Do you expect that you will require the temporary housing unit for more than 6 months? _____

Applicant Signature: _____

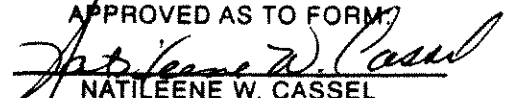
Print Applicant's Name _____

Date: _____

EXHIBIT "A"

Page 2

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY

Date 11-22-05